

**A SPECIAL MEETING OF THE DELEGATE DIRECTORS
OF THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY**

**SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
THREE VALLEYS MUNICIPAL WATER DISTRICT
AT
1402 N. VOSBURG DRIVE, AZUSA, CA 91702
8:30 A.M. – DECEMBER 13, 2017**

AGENDA

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL OF DELEGATE DIRECTORS
3. ADOPTION OF AGENDA
4. PUBLIC COMMENT
Anyone wishing to discuss items should do so now. The Delegate Directors may allow additional input during the meeting. A three-minute time limit on remarks is requested.
5. ACTION/DISCUSSION ITEMS
 - (a) Consideration of Adopting Resolution No. 04 of the Delegates of the Water District Agencies of San Gabriel Valley, Approving Amendments to the San Gabriel Valley Council of Governments Joint Powers Authority Agreement as Adopted by the Council's Governing Board. (*Staff memorandum and resolution enclosed.*)

Recommendation

That the delegate directors from the San Gabriel Valley Municipal Water District, Upper San Gabriel Valley Municipal Water District and Three Valleys Municipal Water District adopt Resolution No. 04 approving the amendment to the San Gabriel Council of Governments Joint Powers Authority Agreement to consolidate the SGVCOG and ACE Construction Authority operations.

6. ADJOURNMENT

MEMORANDUM



5. (A)
COUNCIL OF GOVERNMENTS
DELEGATE REPORT

December 7, 2017

TO: DELEGATE DIRECTORS, SGVCOG WATER AGENCIES

FROM: WATER AGENCY GENERAL MANAGERS

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 04 OF THE DELEGATES OF THE WATER DISTRICT AGENCIES OF SAN GABRIEL VALLEY, APPROVING AMENDMENTS TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY AGREEMENT AS ADOPTED BY THE COUNCIL'S GOVERNING BOARD

Recommendation

That the Delegates from the San Gabriel Valley Municipal Water District, Upper San Gabriel Valley Municipal Water District, and Three Valleys Municipal Water District adopt the attached Resolution approving the amendment to the San Gabriel Valley Council of Governments Joint Powers Agreement to consolidate the San Gabriel Valley Council of Governments and Alameda Corridor East Construction Authority operations.

Background

Procedurally, in that the 3-San Gabriel Valley Water District Agencies have a single seat on the San Gabriel Valley Council of Governments, we must hold a “Public Meeting” of our individual Delegates to take action supporting or rejecting a change to the SGVCOG Joint Powers Agreement, (JPA). The decision of our collective Delegates will then be formerly communicated to the SGVCOG and the representative delegate should communicate the same at the January meeting when the JPA amendment will be considered.

The Alameda Corridor-East Construction Authority (ACE) was created by the San Gabriel Valley Council of Governments in 1998 as a subsidiary of the SGVCOG, with a narrow mission to address the traffic congestion caused by the expansion of freight rail traffic from the Ports of Los Angeles and Long Beach. For the past 18 years, ACE has had great success in securing more than \$1.6 billion in funding to construct grade separations to facilitate freight railroad movement through the southern portion of the San Gabriel Valley.

With the passage of Measure M, Measure A, and SB 1, there is extensive opportunity for the SGVCOG to assist with the planning, design, and construction of numerous large capital projects across the San Gabriel Valley. The expertise and excellent reputation of the ACE organization presented an opportunity to address an expanded and new scope of projects.

As part of its Strategic Planning process in early 2016, the SGVCOG Governing Board identified the need to conduct an assessment about the future of ACE and the role of the SGVCOG in planning, funding, and constructing large capital projects.

After extensive discussion and review, the SGVCOG Governing Board approved the full integration of Alameda Corridor East Construction Authority (ACE) into the SGVCOG to accomplish the following objectives:

- Restructure ACE so it will be an ongoing operation as a division of SGVCOG, and not expire at the end of its mission (currently estimated to be in FY 2022-23).
- Expand the jurisdiction of ACE as a construction and projects entity that can serve all of the San Gabriel Valley.
- Restructure the ACE Board so that it has representation from the entire San Gabriel Valley and revise its role, so it is no longer a separate Board with management control over ACE but instead will be a standing committee advisory to the Governing Board regarding the ACE operation.
- Integrate SGVCOG and ACE staff under a single personnel system reporting to the Executive Director of SGVCOG.

In undertaking any projects, the SGVCOG has adopted the following guiding principles:

Threshold Criteria & Member Benefit

- SGVCOG action will result in a measurable benefit to the region and member cities and/or non-action will result in a measurable disadvantage or loss to the San Gabriel Valley region.
- Collaborative relationships with impacted communities, LA Metro, Caltrans, LA County and/or other entities are explored before SGVCOG acts to plan or implement a program or project.
- Majority support from SGVCOG members is secured before a major program or project is undertaken.

Liability & Risk

- Structures are in place, including proper insurance and indemnification, to ensure there is no financial exposure or increased legal liability to member cities as a result of SGVCOG taking action.
- Agreements have been defined for long term ownership and maintenance by a responsible entity of the completed project.

Financial Impact

- SGVCOG may pursue funding for planning activities that may, or may not, result in programs or projects, but could fund staff costs.
- SGVCOG will not proceed with a program or project without securing all funding sources necessary to complete the phase.
- Member agencies may volunteer to fund a program, project, or study through an assessment in which only the participating members benefit from the work.
- SGVCOG may secure short term financing to fund start-up costs or accelerate a program or project with approval of a majority of SGVCOG members.

Legal Authority & Project Oversight

- Action will conform to SGVCOG's existing legal authority. If it does not, all legal risks and changes to authority will be identified before taking action.
- Oversight may be performed by a new organization created by SGVCOG that could plan, program, or implement projects in the San Gabriel Valley, and the SGVCOG might enter into agreements with this organization for the completion of those programs or projects.

A first step in this integration process is the revision of the SGVCOG JPA and bylaws. Any revision of the JPA requires the approval of the governing bodies of a majority of the member agencies. The bylaws are revised by the SGVCOG Governing Board. The SGVCOG Governing Board approved the revised JPA on October 19, 2017 and directed staff to distribute the JPA to all member agencies for adoption. Aside from minor modifications for clarification, the primary revisions to the JPA are as follows:

- To expand the jurisdiction of the SGVCOG's construction scope to include projects anywhere in the San Gabriel Valley;
- Modify all references to the ACE Construction Authority to instead reference Capital Projects and Construction Committee (Committee); and
- Strike all details regarding the operations and authority of the Committee, with all of that information being moved to the SGVCOG bylaws.

A Resolution approving the proposed JPA Amendment is attached for your consideration.

Attachments

Resolution No. 04
Fourth Amendment JPA Agreement

RESOLUTION NO. 04

**RESOLUTION OF THE DELEGATES OF THE WATER DISTRICT AGENCIES
OF SAN GABRIEL VALLEY,
APPROVING AMENDMENTS TO THE SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS JOINT POWERS AGREEMENT AS ADOPTED
BY THE COUNCIL'S GOVERNING BOARD**

WHEREAS, the San Gabriel Valley Council of Governments (the "Council") is a Joint Powers Authority, which was established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Sections 6500, et seq.);

WHEREAS, the three Water District Agency Delegates of San Gabriel Valley Municipal Water District, Upper San Gabriel Valley Municipal Water District, and Three Valleys Municipal Water District combined represent a single member of the agencies of the Council;

WHEREAS, the Water District Agencies are currently governed by the Third Amended and Restated Joint Exercise of Powers Agreement, effective March 12, 2007, which was entered into, and modified from time to time, by its public entity members (the "Agreement");

WHEREAS, the Water District Agencies Delegates, desire to approve modifications to the Agreement, as adopted by the Council of Government's Governing Board, in order to revise the structure of the Council and extend the role of the Council in developing and constructing projects in the San Gabriel Valley, and to restructure and integrate the Alameda Corridor East Construction Authority ("ACE Construction Authority"), as well as to clarify member tort liability and indemnification obligations of member agencies under the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Water District Agencies Delegates of San Gabriel Valley Municipal Water District, Upper San Gabriel Valley Municipal Water District, and Three Valleys Municipal Water District as follows:

Section 1. The Water Agency Delegates adopt, ratify, and approves the modifications to the Agreement, namely the Fourth Amended and Restated Joint Exercise of Powers Agreement, approved by the Governing Board of the Council on October 19, 2017, relating to the extension of the Council of Government's role in developing and constructing projects throughout the San Gabriel Valley, to establish the Capital Projects and Construction Committee, and to clarify the agreement regarding tort liability and indemnification of member agencies, which Amendment is attached hereto and incorporated herein by reference.

Section 2. The Water Agency Delegates expressly state their intent that the San Gabriel Valley Municipal Water District, Upper San Gabriel Valley Municipal Water District, and Three Valleys Municipal Water District not be responsible for the debts, liabilities and obligations of the Council to the maximum extent permitted by law, and that each member agency shall indemnify other member agencies to the extent of any agency liability, as specified in the revisions adopted and ratified hereby.

Section 3. This Resolution shall take effect immediately upon its adoption. The General Managers' of San Gabriel Valley Municipal Water District, Upper San Gabriel Valley Municipal Water District, and Three Valleys Municipal Water District are directed to send a certified copy of this resolution to the Secretary of the San Gabriel Valley Council of Governments upon adoption.

PASSED AND ADOPTED by the Delegates of San Gabriel Valley Municipal Water District, Upper San Gabriel Valley Municipal Water District, and Three Valleys Municipal Water District; in the County of Los Angeles, State of California, on the 13TH day of December, 2017.

Attest:

Thomas Wong, Delegate Director
San Gabriel Valley MWD

Darin Kasamoto, General Manager
San Gabriel Valley MWD

Anthony R. Fellow, Ph.D., Delegate Director
Upper San Gabriel Valley MWD

Francis M. Delach, General Manager
Upper San Gabriel Valley MWD

Carlos Goytia, Delegate Director
Three Valleys MWD

Richard W. Hansen, General Manager
Three Valleys MWD

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

A JOINT POWERS AUTHORITY

FOURTH AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

EFFECTIVE _____

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**FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS
AGREEMENT OF THE “SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS”
(A JOINT POWERS AUTHORITY)**

This Fourth Amended and Restated Joint Exercise of Powers Agreement (“Agreement”) is made and entered into by and between the public entities (individually, “Member” and collectively, “Members”) whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500, *et seq.* of the Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

a. Historically, the San Gabriel Valley Council of Governments, formerly known as the San Gabriel Valley Association of Cities, an unincorporated association, played a valuable role in serving as a forum for the exchange of ideas and information among its Member cities; however, the growing need for the cities in the San Gabriel Valley to develop and implement their own subregional policies and plans and voluntarily and cooperatively resolve differences among themselves required a more representative and formal structure;

b. There is further a growing need for the cities in the San Gabriel Valley to involve the unincorporated areas of Los Angeles County (the “County”) and other public agencies located in the San Gabriel Valley in the development and implementation of subregional policies, plans, and projects, and in the voluntary and cooperative resolution of differences between the cities, public agencies and the unincorporated areas.

c. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and subregional basis through the establishment of a council of governments;

d. The public interest requires that an agency explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members;

e. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its Members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues);

f. Each Member is a public agency as defined by Section 6500 of the Government Code;

g. Each Member, by and through its legislative body, has determined that a subregional organization in the San Gabriel Valley is required in furtherance of the public interest, necessity and

convenience to assist in planning, voluntary coordination and implementing projects among the cities, unincorporated areas and other public agencies; and

h. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity requires the execution of this Agreement by and on behalf of each such Member.

i. This Fourth Amended and Restated Joint Exercise of Powers Agreement of the San Gabriel Valley Council of Governments is intended to supersede and replace the Third Amended and Restated Joint Exercise of Powers Agreement dated March 12, 2007, as amended by Amendment One, effective on May 9, 2008.

Section 2. Creation of Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity which shall exercise its powers in accordance with the provisions of this Agreement and applicable law.

Section 3. Name. The name of the said separate legal entity shall be the San Gabriel Valley Council of Governments (“Council”).

Section 4. Purpose and Powers of the Council.

a. Purpose of Council. The purpose of the creation of the Council is to provide a vehicle for the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities to assist the Members in the conduct of their affairs, including the ability to design and construct public works projects to benefit the region or individual Members. It is the clear intent among Members that the Council shall not possess the authority to compel any of its Members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the Council is one of voluntary cooperation among Members for the collective benefit of cities, other public agencies and unincorporated areas in the San Gabriel Valley.

b. Common Powers. The Council shall have, and may exercise, the following powers:

- (1) Serve as an advocate in representing the Members of the Council at the regional, state and federal levels on issues of importance to the San Gabriel Valley;
- (2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance;
- (3) Assemble information helpful in the consideration of problems peculiar to the Members;
- (4) Utilize Member resources or presently existing single purpose public and public/private groups to carry out its programs and projects;

- (5) Explore practical avenues for voluntary intergovernmental cooperation, coordination and action in the interest of local public welfare and improving the administration of governmental services;
- (6) Assist in coordinating subregional planning efforts and in resolving conflicts among the cities, other public agencies, and unincorporated areas in the San Gabriel Valley as they work toward achieving planning goals;
- (7) Build a consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;
- (8) Serve as a mechanism for obtaining state, federal and regional grants to assist in financing the expenditures of the Council;
- (9) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys, contractors, and single purpose public/private groups;
- (10) Employ agents, officers and employees;
- (11) Apply for, receive and administer a grant or grants under any federal, state, or regional programs;
- (12) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
- (13) Lease, manage, maintain, and operate any buildings, works, or improvements;
- (14) Delegate some or all of its powers to the Executive Director as hereinafter provided; and
- (15) To make and enter into contracts for the services of engineers, consultants, planners, and single purpose public or private groups, including contracts for design, materials and public works construction contracts, on behalf of and in the name of the Council;
- (16) To acquire, by purchase or eminent domain, construct, reconstruct, rehabilitate, maintain in whole or in part, dispose of in whole or part on behalf of and in the name of the Council, land, facilities and appurtenances necessary or convenient for the completion of the public works construction projects approved by the Governing Board of the Council;

- (17) To provide for or obtain insurance for the Council and its Members, and their agents, officers, and employees and contract for risk management services;
- (18) Borrow money, incur indebtedness and/or issue bonds pursuant to the Constitution of the State of California and any of the laws of the State of California and to exercise any implied power necessary to exercise the express powers provided for in this subparagraph 15, provided, however, that any borrowing hereunder shall be for the purpose of financing construction projects approved by the Governing Board and shall be repaid solely from funds pledged or otherwise designated for such projects. Borrowings authorized hereunder shall be in the name of the Council and shall be subject to Section 16 of this Agreement.

c. Exercise of Powers. The Council shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and the Bylaws. For the purposes of determining the restrictions to be imposed on the Council in its manner of exercising its powers pursuant to Government Code section 6509, reference shall be made to, and the Council shall observe, the restrictions imposed upon the City of West Covina, a general law city.

Section 5. Creation of Governing Board. There is hereby created a Governing Board for the Council (“Governing Board”) to conduct the affairs of the Council. The Governing Board shall be constituted as follows:

a. Designation of Governing Board Representatives. Except with regard to the County, one person, who is a resident of the San Gabriel Valley, shall be designated as a representative to the Governing Board by the legislative body of each of the Members (“Governing Board Representative”). The County, in its sole discretion but subject to the requirement that it shall pay dues and assume all obligations under this Agreement in proportion to the number of its Representatives, shall have one, two or three Governing Board Representatives. The Governing Board Representative(s) for the County shall reside in and/or represent one of the First, Fourth or Fifth Supervisorial Districts and shall be selected by the respective County Supervisor. No Member shall be entitled to “ex officio” non-voting representation on the Governing Board; however, the Governing Board, at its sole discretion, may allow “ex officio” non-voting representation from public entities that are not Members.

b. Designation of Alternate Governing Board Representatives. Except with regard to the County, one person, who shall be a resident of the San Gabriel Valley, shall be designated as an alternate representative to the Governing Board by the legislative body of each of the Members (“Alternate Governing Board Representative”). The County shall have one, two or three Alternate Governing Board Representatives, each acting as an alternate for only one of the First, Fourth and/or Fifth Supervisorial Districts. The Alternate Governing Board Representative(s) for the County shall be selected by the respective County Supervisor(s) for the First, Fourth or Fifth Supervisorial Districts and shall reside in and/or represent that same Supervisorial District.

c. Eligibility. No person shall be eligible to serve as a Governing Board Representative or an Alternate Governing Board Representative unless that person is, at all times during the tenure of that person as a Governing Board Representative or Alternate Governing Board Representative, either a member of the legislative body of the appointing Members for city Members or an elected official of a public agency for public agency Members, except that Governing Board Representatives and Alternate Governing Board Representatives for the County do not have to be members of any legislative body but shall serve at the pleasure of their respective County Supervisors. Should any person serving on the Governing Board fail to maintain the status as required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5 and the Member shall be entitled to appoint a qualified replacement.

Section 6. Use of Public Funds and Property. The Council shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Subject to the approval of the Governing Board of the Council, the Members shall participate in the funding of the Council in such a manner as the Governing Board shall prescribe, subject to the provisions of Section 23 of this Agreement. Where applicable, the Governing Board of the Council may permit one or more of the Members to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Council's activities.

Section 7. Functioning of Governing Board.

a. Voting and Participation. Each Member may cast only one vote for each issue before the Governing Board through its representative except that each Governing Board Representative for the County may cast one vote which shall be independent of and separate from the vote of any other Governing Board Representative for the County. An Alternate Governing Board Representative may participate or vote in the proceedings of the Governing Board only in the absence of the respective Governing Board Representative. Governing Board Representatives and Alternate Governing Board Representatives seated on the Governing Board shall be entitled to participate in and vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member which that Governing Board Representative or Alternate Governing Board Representative represents has timely and fully paid dues as required by this Agreement and the Bylaws. Each Governing Board Representative (or the Alternate Governing Board Representative) for the County who is physically present at the meeting of the Governing Board shall be entitled to participate in and vote on matters pending before the Governing Board without regard to the attendance or vote of any of the other Governing Board Representatives for the County if all dues owed by the County for the Supervisorial District of said Governing Board Representative are timely and fully paid as required by this Agreement and the Bylaws.

b. Proxy Voting. No absentee or proxy voting shall be permitted.

c. Quorum. A quorum of the Governing Board shall consist of not less than fifty percent (50%) plus one (1) of its total voting membership.

d. Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committees by the Governing Board. All committees shall have a stated purpose before they are formed. Such a committee shall remain in existence until it is dissolved by the Governing Board. Qualified persons shall be

appointed to such committees by the pleasure of the Governing Board. Committees, unless otherwise provided by law, this Agreement, the Bylaws or by direction of the Governing Board, may be composed of representatives to the Governing Board and non-representatives to the Governing Board.

e. Actions. Actions taken by the Governing Board shall be by not less than fifty percent (50%) plus one (1) of the voting Governing Board Representatives who are present with a quorum in attendance, unless by a provision of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all purposes, the policy making body of the Council. All of the powers of the Council, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Robert's Rules of Order. The substance of Robert's Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board.

Section 10. Meetings of Governing Board. The Governing Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Governing Board. The location of each such meeting shall be as directed by the Governing Board.

Section 11. Election of President and Vice-President. The President shall be the chairperson of the Governing Board, shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Governing Board. The Vice-President shall serve as President in the absence of the President and shall perform such duties as may be required by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board or the President. Additional officers of the Governing Board shall be as provided in the Bylaws.

A Governing Board Representative shall be elected to the position of President of the Governing Board, and a different Governing Board Representative shall be elected to the position of Vice-President of the Governing Board at the first regular meeting of the Governing Board held in May of each calendar year. The terms of office of the President and Vice-President shall commence and expire on July 1.

If there is a vacancy, for any reason, in the position of President or Vice-President, the officer in the next successive position shall fill that position for the remainder of the term, and every successive officer below shall accordingly move up one position. Except as the Governing Board by two thirds (2/3) vote may otherwise decide, the Governing Board shall forthwith conduct an election to fill any remaining vacancy for the unexpired term of such prior incumbent, unless the remaining term to be filled is three month or less.

Section 12. Executive Director. The Governing Board may appoint by a vote of fifty percent (50%) plus one (1) of the total voting membership a qualified person to be Executive

Director on any basis it desires including, but not limited to, a contract or employee basis. The Executive Director shall be neither a Governing Board Representative, nor an Alternate Governing Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 21 (c) of this Agreement). The Executive Director shall be the chief administrative officer of the Council. The Executive Director shall serve at the pleasure of the Governing Board and may be relieved from such position at any time, without cause, by a vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board taken at a regular, adjourned regular or special meeting of the Governing Board. The Executive Director shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board.

Section 13. Designation of Treasurer and Auditor. The Governing Board shall, in accordance with applicable law, designate a qualified person to act as the Treasurer for the Council and a qualified person to act as the Auditor of the Council. If the Governing Board so designates, and in accordance with provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Council. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by the Governing Board.

Section 14. Council Treasurer. The person holding the position of Treasurer of the Council shall have charge of the depositing and custody of all funds held by the Council. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Board. The Council's Auditor shall perform such functions as may be required by provisions of applicable law, this Agreement, the Bylaws and by the direction of the Governing Board.

Section 15. Designation of Other Officers and Employees. The Governing Board may employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Council.

Section 16. Obligations of Council. The debts, liabilities and obligations of the Council shall be the debts, liabilities or obligations of the Council alone. No Member of the Council shall be responsible, directly or indirectly, for any obligation, debt or liability of the Council, whatsoever, to the fullest extent allowed by law. No Member of the Council shall be responsible for the debts or liabilities of any other Member solely by reason of Membership on the Council. Implementation Agreements to provide for the design and/or construction of projects with Members or other agencies ("Implementation Agreement") shall provide for indemnification of the individual Members of the Council who are not parties to the Contracts.

Section 17. Control and Investment of Council Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 18. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the Council to implement, manage and administer area-wide and regional programs or projects in the interest of the local public welfare. The costs incurred by the Council in implementing a program

or projects, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement. Such Implementation Agreements shall provide for appropriate insurance and indemnification by the parties to the Agreement for whom the local project is being designed and/or built to protect the Council and all of its Members who are not parties to the Implementation Agreement.

Section 19. Term. The Council created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of not less than fifty percent (50%) plus one (1) of the then total voting membership of the Governing Board.

Section 20. Application of Laws to Council Functions. The Council shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Section 54950, *et seq.*, of the Government Code.)

Section 21. Members.

a. Withdrawal. A Member may withdraw from the Council by filing its written notice of withdrawal with the President of the Governing Board 60 days before the actual withdrawal. Such withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations for the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. Withdrawn Members shall not be entitled to any reimbursement of annual dues paid. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Council. At a minimum, withdrawal from an Implementation Agreement shall not relieve the withdrawing party from liability or obligations for any work undertaken pursuant to the Implementation Agreement already completed, or partially completed. In addition to being entitled to completely withdraw from the Council, the County may also partially withdraw and prospectively reduce its annual dues with a corresponding reduction in its ability to participate in and vote on matters before the Governing Board by filing a written notice of partial withdrawal with the President of the Governing Board 60 days before the actual partial withdrawal. Such notice of partial withdrawal shall indicate which Supervisorial District(s) shall remain active in the Council and which are being withdrawn and shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. Partial withdrawal shall not change the rights and obligations of the County under this Agreement except that the County shall no longer be able to participate in or vote on behalf of the withdrawn Supervisorial District(s) on any matter before the Governing Board or Council committees.

b. Non-Payment of Dues. If a Member fails to pay dues within three months of its annual dues assessment as required under Section 23 of this Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the Council. When a Member is suspended, no representative of that Member shall participate or vote on the Governing Board or any committee. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension. In the case of the County, if the County fails to pay dues for one or more of its Supervisorial Districts within three months of the County's annual dues assessment as required under Section 23 of this Agreement and the Bylaws, and after a 30-day written notice is provided to the County, no representative of the delinquent Supervisorial District(s) shall participate or vote on the Governing Board. The delinquent Supervisorial District(s) shall be able to resume participation and voting on the Governing Board only upon the payment

of all dues then owed by the County on behalf of the delinquent Supervisorial District including dues incurred prior to and during the period of non-payment by the County.

c. Admitting and Readmitting Eligible Members. Eligible public entities whose names are set forth on Exhibit A to this Agreement (“Eligible Public Entities”) shall be admitted to the Council by: adopting this Agreement by majority vote of the legislative body of the Eligible Public Entity; properly signing this Agreement; and paying in full all dues owed for the then current fiscal year. Since the County may be admitted to the Council with voting representatives from one, two or three Supervisorial Districts, the dues to be paid by County will be based upon the number of Supervisorial Districts that will represent the County in the Council. County, in its sole discretion, may be admitted to the Council with representation from fewer than three Supervisorial Districts and may subsequently increase County’s representation by one or more additional Supervisorial Districts contingent only on payment in full at the time that any additional Supervisorial District commences representation of the County of all dues for the then current fiscal year for said Supervisorial District. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date (as defined in Section 26 of this Agreement). An Eligible Public Entity that has withdrawn from the Council in accordance with Section 21 may be readmitted to the Council by adopting this Agreement or any subsequent version of this Agreement by a majority vote of the legislative body of the Eligible Public Entity; properly signing this Agreement or any subsequent version of this Agreement and paying in full all dues owed for the current fiscal year and any fiscal years for which the Eligible Public Entity had been withdrawn from the Council. No vote of the Governing Board shall be required to admit or readmit an Eligible Public Entity. County may reactivate representation by any withdrawn Supervisorial District (as defined in this Section 21) by paying in full all dues owed for the then current fiscal year and any fiscal years for which the Supervisorial District has been withdrawn and no vote of the Governing Board shall be required for said reactivation.

d. Admitting New Members. New Members who are not Eligible Public Entities may be admitted to the Council upon an affirmative vote of not less than fifty percent (50%) plus one (1) of the total voting membership of the Governing Board provided that such a proposed new Member is a city or public entity whose jurisdiction, or part thereof, lies within and/or immediately adjacent to, the San Gabriel Valley. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 22. Interference with Function of Members. The Governing Board shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the Council.

Section 23. Dues of Members. The Members of the Council shall be responsible for the payment to the Council, annually, of dues for each fiscal year in the amounts periodically budgeted by the Governing Board, as and for the operating costs of the Council as provided in the Bylaws. The dues of any non-city and non-County Members of the Council shall be no more than the maximum dues assessed to any of the city Members of the Council. An annual dues assessment will be issued to all Members in July of each calendar year except that the annual dues assessment for the County will be issued in July of each calendar year for those Supervisorial Districts whose representation of the County began in the first six months of a Council fiscal year and in January of the following calendar year for those whose representation of the County began in the last six months of a Council fiscal year. Further, the annual dues assessment will also be issued each January for any new Members, including Eligible Public Entities and other entities, who have

become Members of the Council for the first time and whose membership commenced in the last six months of a Council fiscal year.

Section 24. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of the Council, and subject to any grant funding restrictions or other funding agreements, any assets remaining shall be distributed to the Members in proportion to the then obligation of those Members' obligation to participate in the funding of the Council as provided in Section 23 hereof.

Section 25. Amendment. This Agreement may be amended at any time with the consent of fifty percent (50%) plus one (1) of all of the legislative bodies of the then parties hereto.

Section 26. Effective Date. The effective date ("Effective Date") of this Amended and Restated Agreement shall be the first date on which fifty percent (50%) plus one (1) of the Eligible Public Entities, whose names are set forth in Exhibit A, adopt this Agreement by a majority vote of the legislative body of each Eligible Public Entity and sign this Agreement.

Section 27. Capital Projects and Construction.

a. The Council shall have the authority to plan, review, design, manage, oversee, monitor and/or construct projects throughout the San Gabriel Valley as authorized in Section 4 of this Agreement. In addition, the Council may contract with other public agencies within or outside of the San Gabriel Valley to perform these functions outside of the San Gabriel Valley. Such projects will be determined by the Governing Board. The management and implementation of these projects will be the ultimate responsibility of the Executive Director.

b. The Governing Board of the Council previously formed the Alameda Corridor – East, Gateway to America Construction Authority (the "ACE Construction Authority") to implement a Project known as the Alameda Corridor – East, Gateway to America Project (the "Project"), which was expected to be of limited scope and duration. All responsibilities of the construction authority previously known as Alameda Corridor – East, Gateway to America Construction Authority shall continue to be the responsibilities of the Council. The ACE Project shall continue to completion and the Council will continue to use the name ACE in connection with its capital projects until such time as the Governing Board takes action to change identification of the Council's construction activities.

c. The Governing Board shall be advised regarding capital project and construction activities by a Standing Policy Committee established pursuant to the Council By-Laws. Such capital project and construction policy committee shall have a membership comprised of Council Governing Board members selected to represent the Council as provided in the By-Laws.

d. Implementation Agreements between the Council and any of its Members or other agencies shall provide for the agency or entity which will accept the project upon completion to properly approve the plans and specifications for any such project designed by Council employees, agents or contractors in order to ensure that all defenses and immunities available to public entities are fully preserved. Insurance shall be purchased for any such project.

That the Members of this Joint Powers Agreement have caused this Fourth Amended and Restated Agreement to be executed on their behalf, respectively, as follows:

PUBLIC AGENCY

Supervisor/Mayor/Chairperson

ATTEST

Clerk

DATE

EXHIBIT A

Eligible Public Entities

Alhambra

Arcadia

Azusa

Baldwin Park

Bradbury

Claremont

County of Los Angeles

Covina

Diamond Bar

Duarte

El Monte

Glendora

Industry

Irwindale

La Canada-Flintridge

La Puente

La Verne

Monrovia

Montebello

Monterey Park

Pasadena

Pomona

Rosemead

San Dimas

San Gabriel

San Gabriel Valley Water
Districts Joint Powers
Authority

Sierra Madre

South El Monte

South Pasadena

Temple City

Walnut

West Covina